

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORTON INTERNATIONAL, LLC		10/01/2010	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	MORTON SALT, INC.		
Street Address:	123 NORTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77817678	MADE BY NATURE . . . PACKAGED BY MORTON	
Serial Number:	77826129		
Serial Number:	77633583		
Serial Number:	77633587		
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 554-8000		
Email:	bcohn@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	01058-000-		
NAME OF SUBMITTER:	Bradley L. Cohn		

CH \$115.00 77817678

900189536

TRADEMARK
 REEL: 004523 FRAME: 0643

Signature:	/bradleycohn/
Date:	04/18/2011
Total Attachments: 6 source=MORTONASSGN#page1.tif source=MORTONASSGN#page2.tif source=MORTONASSGN#page3.tif source=MORTONASSGN#page4.tif source=MORTONASSGN#page5.tif source=MORTONASSGN#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of October 1, 2010, by and between **MORTON INTERNATIONAL, LLC**, an Indiana limited liability company (hereinafter "Assignor"); and **MORTON SALT, INC.**, a Delaware corporation having an address of 123 North Wacker Drive, Chicago, Illinois 60606 (hereinafter "Assignee").

WITNESSETH:

WHEREAS, the Assignor holds all right, title, and interest in and to the registered trademarks and trademark applications listed in Schedule A attached hereto (the "Assigned Trademarks"), and the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to obtain all of Assignor's right, title, and interest in and to the Assigned Trademarks, and the goodwill associated therewith; and

WHEREAS, Assignor is willing to assign its right, title, and interest in and to the Assigned Trademarks, and the goodwill associated therewith to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

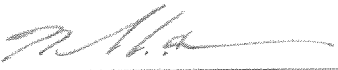
1. **Assignment.** Assignor, being the sole and exclusive legal and beneficial owner of the Assigned Trademarks, hereby sells, assigns, and transfers to Assignee: (a) all of Assignor's right, title, and interest worldwide in and to the Assigned Trademarks, and the goodwill associated with the Assigned Trademarks, and (b) all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Trademarks, including but not limited to trademark infringement damages, associated with the Assigned Trademarks. Assignee hereby accepts such assignment.
2. **Further Assurances.** Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Assigned Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor (which power of attorney is coupled with an interest and is irrevocable).
3. **Governing Law.** This Assignment shall be construed in accordance with, and this Assignment and all matters arising out of or relating in any way whatsoever hereto (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.
4. **Miscellaneous.** If any provision of this Assignment (or any portion hereof) or the application of any such provision (or any portion hereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion hereof) or the application of such provision to any other persons or circumstances. All notices to be given under the Assignment shall be in writing and sent to the parties at their respective addresses set forth on the signature page hereto. The section headings herein are provided for convenience only and have no substantive effect on the construction of the Assignment. There are no representations,

warranties, or obligations of any party not expressly contained herein. The Assignment contains the entire agreement of the parties with respect to the subject matter discussed herein, and supersedes all previous communications, representations, understandings, agreements, and assignments, either oral or written, between the parties with respect to the subject matter. The Assignment may be amended only in writing signed by authorized representatives of both parties. The provisions of the Assignment that by their nature would survive its termination or expiration will survive indefinitely. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other Parties. Any such counterpart may be delivered to a Party by facsimile or other electronic format (including, but not limited to “.pdf”).

[Signature Page Follows]

IN WITNESS WHEREOF, this instrument has been duly executed and is effective as of the date first above written.


**ASSIGNOR:
MORTON INTERNATIONAL, LLC**

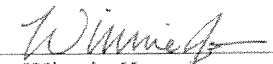
By: 
Name: Mark L. Roberts
Title: President and Chief Executive Officer

By: 
Name: Mary E. Doohan
Title: Vice President

Address for Notices:
c/o Morton Salt, Inc., 123 North Wacker Drive, Chicago IL 60606-1743
Facsimile: +1 312-807-2795
Attention: General Counsel

**ASSIGNEE:
MORTON SALT, INC.**

By: 
Name: Andrew J. Kotlarz
Title: Chief Financial Officer

By: 
Name: Winnie Kuo
Title: Assistant Secretary

Address for Notices:
123 North Wacker Drive, Chicago IL 60606-1743
Facsimile: +1 312-807-2795
Attention: General Counsel

Exhibit A to Trademark Assignment from Morton International, LLC to Morton Salt, Inc.

TRADEMARK	US Application or Serial No.	US Registration No.
999	71267663	0248268
ACTION MELT	77757535	3722327
ACTION MELT	77169217	3502478
AGRI-FLO	72299409	0860258
BAG DESIGN BLUE	75243086	2138814
BAG DESIGN GREEN	75243088	2138816
BAG DESIGN WHITE	75243085	2138813
BAG DESIGN YELLOW	75243087	2138815
BAG PACKAGE DESIGN	74723388	2008054
CHIPPEWA SALT & DESIGN	71379971	0340310
COMFORT GRIP	77804213	
CREATED BY NATURE, PACKAGED BY MORTON	77455521	3848268
CULINOX	72293202	0860654
DOUGH IT YOURSELF	73079567	1057014
DROPLET DESIGN	72345539	0903706
DROPLET DESIGN	72148744	0750365
ELEPHANT HEAD DESIGN	71408143	0362396
FARM AND RANCH	72286545	0878791
FOR SOFT WATER NOTHING WORKS HARDER	77464228	3680878
FOR SOFT WATER NOTHING WORKS HARDER GUARANTEED	77765185	
FOR SOFT WATER NOTHING WORKS HARDER. GUARANTEED & DESIGN	74365801	1805673
HOT SALT & Design	77757561	3809441
HOT SALT & Design	78322264	2937870
IOFIXT	72316055	0880105
IVORY (STYLIZED)	71035827	0074109
JACK FROST	71379755	0340907
KLEER	72206169	0808166
MADE BY NATURE . . . PACKAGED BY MORTON	77817678	
MEAT DESIGN	74203452	1703567
MORTON	77759470	3722333
MORTON	72318880	0890999
MORTON	72348848	0916019
MORTON	73113149	1097922
MORTON	73498391	1391000
MORTON	73544882	1406957
MORTON	73565686	1400005
MORTON	74194158	1746762
MORTON	78203057	2827896
MORTON	78467136	3062506
MORTON	71537340	0509884

Exhibit A to Trademark Assignment from Morton International, LLC to Morton Salt, Inc.

TRADEMARK	US Application or Serial No.	US Registration No.
MORTON BUNNY SALT SPOOLS & DESIGN	71582182	0561768
MORTON HELPS YOUR HOME WORK BETTER	77455510	3796309
MORTON HOT	78244504	2978766
MORTON LITE SALT	72368555	0921236
MORTON SAFE-T-PLUS	77255914	3525287
MORTON'S	73582538	1408569
MYLES	71533915	0509300
NATURE'S SEASONS	72433513	0964313
PELLENS	72181554	0785457
PROFESSIONAL'S CHOICE	77555740	3664893
PUREX	71171863	0187453
RAINDROP (BLUE)	77826129	
RAINDROP (GOLD)	77633583	
RAINDROP (GREEN)	77633587	
ROYAL CRYSTAL	71539759	0511827
RUST RAZE	72390879	0938412
RUST-ROUT	72378375	0932704
SAFE-T-PET	85021784	
SAFE-T-PET (Image)	85021765	
SAFE-T-PLUS	77255923	3525288
SAFE-T-POWER	77311237	3655419
SAFE-T-SALT	73587353	1411910
SAFE-T-SALT & Design	72231836	0843076
SAFE-T-SALT PACKAGE DESIGN	72452772	0986714
SALT BALANCE	78937651	3403538
SALT WITH A LITTLE KICK!	77757584	3809442
SALT WITH A LITTLE KICK!	78286033	2950188
SEASON-ALL	72235924	0824532
SELECT	77735732	
SELECT	72302685	0871116
SERVICE PACK	72295839	0868591
SHIP'N SHORE	73435227	1333471
SNOWFLAKE	73480562	1321119
SOL STAR	72283604	0849916
SOLAR SALT & DESIGN	78491332	3075926
SOLAR SALT EXTRA COARSE & DESIGN	75328344	2192179
STA-SOFT	71537811	0545804
STAR FLAKE	72297013	0895142
STAR FLAKE & DESIGN	74128074	1667770
SUGAR CURE	73056742	1054573

Exhibit A to Trademark Assignment from Morton International, LLC to Morton Salt, Inc.

TRADEMARK	US Application or Serial No.	US Registration No.
SUPER PELLENS	72406570	0950193
SUPER PELLENS & DESIGN	74454799	1859372
SYSTEM SAVER	78260535	2899639
SYSTEM SAVER	73445116	1327774
T-M	72293201	0880974
T-M PLUS 4	73643164	1474389
TENDER QUICK	71500156	0512037
UMBRELLA GIRL DESIGN (Amended to 1967 Silhouette)	71540699	0511639
UMBRELLA GIRL DESIGN 1914	73586988	1423940
UMBRELLA GIRL DESIGN 1967 (Black)	74536945	1904021
UMBRELLA GIRL DESIGN 1967 (Black)	74565851	2203043
UMBRELLA GIRL DESIGN 1967 (Black)	78203065	2857907
UMBRELLA GIRL DESIGN 1967 (Black)	77759646	3722334
UMBRELLA GIRL DESIGN 1967 (Black)	73565625	1397268
UMBRELLA GIRL DESIGN 1967 (Black)	73550918	1382583
UMBRELLA GIRL DESIGN 1967 (Black)	72349278	0896149
UMBRELLA GIRL DESIGN 1967 (Black)	73566482	1406034
UMBRELLA GIRL DESIGN 1967 (Silhouette)	72311651	0875298
UMBRELLA GIRL DESIGN 1967 (Silhouette)	73113145	1073656
UMBRELLA GIRL DESIGN 1967 (Silhouette)	78260059	2823580
UMBRELLA GIRL DESIGN 1967 (Silhouette)	78466964	2998266
UMBRELLA GIRL DESIGN 1967 (Silhouette)	77759713	3809450
VALU-SOFT	78148861	2935488
VALU-SOFT	77765256	3744284
VEGETABLE DESIGN (HALF THE SODIUM OF TABLE SALT & DESIGN)	74229847	1778012
VEGETABLE PACKAGE DESIGN	74229846	1760116
WHEN IT RAINS IT POURS	73570470	1405171
WHEN IT RAINS IT POURS	73582537	1407737
WHEN IT RAINS IT POURS	73113148	1089571
WHEN IT RAINS IT POURS (SEMI CIRCLE STYLE)	71534800	0560693
WHITE CRYSTAL	78297839	2860426
WHITE CRYSTAL	77759743	3722335
WHITE CRYSTAL	72308390	0880721
FOR SOFT WATER NOTHING WORKS HARDER GUARANTEED	78242241	2810805
MORTON HOT	77757605	
SAFE-T-GREEN	77284244	
VEGETABLE PACKAGE DESIGN (WHEN IT RAINS IT POURS)	71083280	0103357
WHEN IT RAINS IT POURS	74284452	1748310